

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400297

PRINT DATE: 12/29/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1232008683

KARETAS FOODS INC

1012 TUCKERTON CT

READING, PA

19605

(610)926-3663 EXT 3018

REFER QUESTIONS TO:

CATHERINE SEILER

(410)767-6056

CATHERINE.SEILER@MARYLAND.GOV

ITB:

EXPR DATE: 01/01/16

POST DATE: 12/22/14

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT *
* MEAT, DAIRY AND POULTRY PRODUCTS *

CONTRACT PERIOD: JANUARY 1, 2015 THRU DECEMBER 31, 2015 (1 YEAR)

THIS IS THE FINAL RENEWAL OPTION FOR A ONE (1) YEAR PERIOD AT THE SAME TERMS AND CONDITIONS. THE PRICING WILL BE ACCORDING TO THE PRICING AS STATED UNDER THE PRICE ADJUSTMENT SECTION OF THESE DETAILED SPECIFICATIONS.

THIS CONTRACT IS AN INDEFINITE DELIVERY, FIXED UNIT PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

THIS PROCUREMENT HAS BEEN DESIGNATED AS A SMALL BUSINESS PREFERENCE UNDER 21.11.01. THE DEPARTMENT WILL ACCEPT THE MOST FAVORABLE RESPONSIVE BID OR MOST ADVANTAGEOUS OFFER FROM A RESPONSIBLE SMALL BUSINESS (AS DEFINED IN COMAR 21.01.02.01 B (80)), WHICH HAS BEEN DESIGNATED AS A SMALL BUSINESS BY THE DEPARTMENT UNDER COMAR 21.11.01, IF THE BID OR OFFER OF THE SMALL BUSINESS DOES NOT EXCEED THE MOST FAVORABLE RESPONSIVE BID OR MOST ADVANTAGEOUS OFFER BY MORE THAN 5%.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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TERMS (cont'd):

THE ESTIMATED QUANTITIES REPRESENT THE ANTICIPATED COMBINED NEEDS FOR THE ONE (1) YEAR PERIOD NOTED ABOVE AND ARE NOT TO BE CONSTRUED AS FIXED FOR THIS CONTRACT PERIOD. ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. ORDERS MAY BE MORE OR LESS THAN LISTED. THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

THIS CONTRACT IS NOT A REQUIREMENTS CONTRACT AND GRANTS NO EXCLUSIVE RIGHT TO THE CONTRACTOR TO SUPPLY TO THE STATE OF MARYLAND ANY GOODS OR SERVICES COVERED BY THE CONTRACT. THE STATE MAY PURCHASE GOODS AND SERVICES COVERED BY THE CONTRACT FROM ANY OTHER SOURCE DURING THE TERM OF THE CONTRACT.

BASIS FOR AWARD:

THIS PROCUREMENT IS BEING CONDUCTED AS A COMPETITIVE SEALED BID. LINE ITEMS HAVE BEEN GROUPED FOR LOT AWARD (ALL OR NONE) BASIS. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR A LOT (GROUP) AWARD. BIDDER IS NOT REQUIRED TO A BID ON ALL GROUPS, BUT YOU MUST SUBMIT A QUOTE ON ALL LINE ITEMS INCLUDED IN EACH GROUP TO BE CONSIDERED FOR AWARD OF THE LOT (GROUP).

FAILURE TO BID A LINE IN A GROUP WILL RESULT IN YOUR RESPONSE BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION FOR AWARD OF THAT LOT. THE STATE RESERVES THE RIGHT TO AWARD ON A LINE BY LINE BASIS IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE.

THE FOLLOWING LINE ITEMS HAVE BEEN GROUPED FOR LOT AWARD BASIS:

LOT/GROUP	LINE ITEMS INCLUDED IN LOT
LOT 1	001 - 006
LOT 2	007 - 019
LOT 3	020 - 023 AND 049
LOT 4	024 - 037
LOT 5	038 - 048

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

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TERMS (cont'd):

THIS PROCUREMENT MAY ALSO BE BID BY MARYLAND CORRECTIONAL ENTERPRISES. IF ITS QUOTE DOES NOT EXCEED THE AVERAGE OF THE RESPONSIBLE QUOTATIONS RECEIVED FROM ALL OTHER BIDDERS, THE AWARD WILL BE MADE TO MARYLAND CORRECTIONAL ENTERPRISES, PURSUANT TO TITLE 3, SUBTITLE 5 OF THE CORRECTIONAL SERVICES ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

TIE BIDS WILL BE HANDLED IN ACCORDANCE WITH COMAR 21.05.02.14.

IN ORDER TO RECEIVE A CONTRACT AWARD A VENDOR MUST BE REGISTERED ON THE STATE OF MARYLAND PROCUREMENT WEBSITE, EMARYLAND MARKETPLACE (EMM) AT WWW.EMMARYLANDMARKETPLACE.COM. IF YOU ARE NEW TO EMM, IT IS RECOMMENDED THAT YOU DOWNLOAD THE USER'S GUIDE AVAILABLE ON THE FIRST PAGE (DESKTOP) AFTER LOGGING INTO THE SYSTEM. ADDITIONAL ASSISTANCE IS AVAILABLE BETWEEN THE HOURS OF 8:00 A.M. AND 5:00 P.M., MONDAY THRU FRIDAY AT THE EMM HELP DESK (410) 767-1492.

METHOD OF BIDDING:

ALL BID RESPONSES MUST BE SUBMITTED THROUGH EMARYLAND MARKETPLCE. BIDS WILL NOT BE ACCEPTED BY EMAIL, FAX, U.S. MAIL OR HAND DELIVERY. YOU MUST BE REGISTERED AND LOGGED IN TO SUBMIT A BID ON EMM.

PRICE BIDS MUST BE FOR THE UNIT OF MEASURE (U/M) SPECIFIED IN THE SOLICITATION, I.E., CASE PRICE OR POUND PRICE.

PRICES QUOTED MUST BE VALID FOR NINETY (90) DAYS AFTER BID OPENING.

REQUIRED DOCUMENTATION AND INFORMATION:

THE FOLLOWING DOCUMENTATION AND REQUESTED INFORMATION IS DUE IN THE FORMAT SPECIFIED BY BID DUE DATE AND TIME UNLESS STATED OTHERWISE BELOW. FAILURE TO PROVIDE THE REQUESTED DOCUMENTATION OR INFORMATION MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND REJECTED FROM CONSIDERATION. NOTE: IT IS THE BIDDER'S RESPONSIBILITY TO CONFIRM RECEIPT OF ALL REQUESTED DOCUMENTS.

ALL FORMS, INSTRUCTIONS, TERMS AND CONDITIONS ARE AVAILABLE ONLINE. IT IS RECOMMENDED THAT BIDDERS DOWNLOAD ALL ONLINE FORMS AND ATTACHMENTS FOR FUTURE REFERENCE. AFTER BID CLOSING, ALL DOCUMENTS PERTAINING TO THIS SOLICITATION WILL NO LONGER BE AVAILABLE ON THE EMM SYSTEM.

1. MANDATORY AFFIDAVITS - ALL AFFIDAVITS ARE TO BE COMPLETED AND PROVIDED AS AN ATTACHMENT TO YOUR BID ON EMM, OR MAILED OR HAND-CARRIED TO THE ADDRESS LISTED ABOVE. IF YOU HAVE DIFFICULTY ATTACHING THE AFFIDAVITS TO YOUR BID RESPONSE, PLEASE CONTACT THE EMM HELP DESK AT (410) 767-1492.

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TERMS (cont'd):

FAILURE TO PROVIDE ALL AFFIDAVITS MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND REJECTED FROM CONSIDERATION.

NOTE: FOR THE PURPOSE OF THE BID/PROPOSAL AND CONTRACT AFFIDAVITS DOMESTIC/FOREIGN REFERS TO WHETHER YOUR FIRM IS AN IN-STATE OR OUT-OF-STATE CORPORATION. IF YOUR FIRM IS NOT LOCATED IN THE STATE OF MARYLAND, PLEASE DESIGNATE IT AS "FOREIGG" AND PROVIDE THE NAME OF YOUR RESIDENT AGENT (MARYLAND ADDRESS), IF APPLICABLE.

2. PRODUCT INFORMATION - STATE BRAND NAMES, BRAND CODES AND CASE PACK IN THE COMMENT SECTION ON LINE 001 OF YOUR BID RESPONSE.

WHEN PROVIDING BRAND NAMES, NO MORE THAN TWO (2) ACCEPTABLE BRANDS MAY BESUPPLIED FOR ANY LINE ITEM. THE SAME CASE PACKS MUST BE PROVIDED WITH THE TWO (2) BRANDS.

3. CONTACT INFORMATION - IF YOU HAVE A TOLL FREE TELEPHONE NO. AND FAX NO., AND A EMAIL ADDRESS, PLEASE PROVIDE IT IN THE COMMENTS SECTION ON LINE 001 OF YOUR BID.

4. REFERENCES - PRIOR TO SUBMITTING A BID FOR THE WORK COVERED BY THE SPECIFICATIONS, THE BIDDER SHALL NO LESS THAN THREE (3) YEARS EXPERIENCE IN PROVIDING PRODUCTS THAT ARE EQUAL OR COMPARABLE TO THE SCOPE AND MAGNITUDE REQUIRED BY THE FOOD SPECIFICATIONS. SPECIFICALLY, THE VENDOR MUST HAVE SATISFACTORY EXPERIENCE CONCURRENTLY DISTRIBUTING THE VOLUME OF PRODUCTS ON A BI-WEEKLY BASIS THAT WOULD BE EQUIVALENT TO THE PRODUCTS COVERED BY THIS CONTRACT.

IN ORDER TO EXPEDITE THE AWARD PROCESS, IT IS VERY IMPORTANT FOR YOU TO INCLUDE THE REFERENCES AS DETAILED. WITH EACH REFERENCE, LIST DETAILS OF VOLUME OF SALES FOR EACH LOCATION, A CONTACT PERSON, CURRENT WORKING PHONE NUMBER, EMAIL ADDRESS, TIME PERIOD OF CONTRACT AND DOLLAR AMOUNT OF CONTRACT. REFERENCES ARE REQUESTED TO BE SUBMITTED AS AN ATTACHMENT WITH YOUR BID ON EMARYLANDMARKETPLACE. IF THIS IS NOT POSSIBLE, FAX THE REFERENCES TO (410) 333-7022. FAILURE TO PROMPTLY PROVIDE INFORMATION THAT LEADS TO A DETERMINATION OF RESPONSIBILITY IS GROUNDS FOR REJECTION OF THE BID.

5. MBE INFORMATION - THE GOAL OF THE STATE OF MARYLAND'S MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM IS TO ATTEMPT TO PROVIDE A FAIR SHARE OF PROCUREMENT CONTRACTS TO CERTIFIED MINORITY BUSINESS ENTERPRISES. ALTHOUGH THERE IS NO SPECIFIC PERCENTAGE REQUIREMENT FOR MBE PARTICIPATION IN THIS BID, THE COMMODITY PROCUREMENT/

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TERMS (cont'd):

PURCHASING BUREAU WOULD LIKE TO KNOW IF YOU WILL HAVE MBE PARTICIPATION IN THE BID. PLEASE INDICATE IN THE COMMENT SECTION ON LINE 001 OF YOUR BID EITHER YES NO NO FOR MINORITY PARTICIPATION.

6. RECIPROCAL PREFERENCE - A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE. WHERE SUCH A BUSINESS PREFERENCE IS PROVIDED, THE PREFERENCE SHALL BE THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A BID/PROPOSAL FOR A STATE PROJECT SHOULD PROVIDE VIA FAX OR AS AN ATTACHMENT OF THE BID/PROPOSAL A COPY OF THE CURRENT STATUTE, RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF NONRESIDENT BIDDERS.
7. VENDOR (CONTRACTOR) REQUIREMENT - THE VENDOR/CONTRACTOR MUST MAINTAIN THEIR OWN WAREHOUSE THAT STOCKS THE FOOD PRODUCTS REQUIRED BY THESE SPECIFICATIONS. THE VENDOR MAY BE REQUIRED TO SUBMIT ADDITIONAL PROOF OF ITS CAPABILITY TO PROVIDE THE FOOD PRODUCTS. REQUIREMENTS MAY INCLUDE BUT ARE NOT LIMITED TO SAMPLES OF FOOD PRODUCTS, ADDITIONAL CUSTOMER REFERENCES AND SITE VISITS OF WAREHOUSE.

DELIVERY:

INSTITUTIONS WILL NOTIFY ALL SUPPLIERS OF THEIR REQUIRED DELIVERY SCHEDULES NO LATER THAN THE FIRST DAY OF EACH MONTH OF THE CONTRACT PERIOD.

FOR DELIVERIES SCHEDULED FOR THE FIRST WEEK OF THE MONTH THE AGENCY SHALL PROVIDE THEIR RESPECTIVE ORDERS BY THE TWENTIETH (20TH) DAY OF THE PRECEDING MONTH.

ALL GRADED PRODUCT ORDERS, EXCEPT NOTED ABOVE, SHALL BE FORWARDED TO THE VENDOR A MINIMUM OF TEN (10) DAYS PRIOR TO THE ACTUAL REQUESTED DELIVERY DATE.

SUPPLIERS ARE REQUIRED TO MAKE NO MORE THAN TWO (2) DELIVERIES EACH MONTH TO EACH INSTITUTION COVERED BY THE BID/PURCHASE ORDER.

MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED - MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS AGGREGATE 250 POUNDS OR MORE OF ANY ITEM OR COMBINATION OF ITEMS. ON ORDERS LESS THAN 250 LBS. PER SINGLE DELIVERY, THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED

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TERMS (cont'd):

\$20.00.

THE DELIVERY CHARGE SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM.

SOME FACILITIES MAY REQUIRE INSIDE DELIVERY. INSIDE DELIVERY SHALL BE SPECIFIED IN WRITING IN ADVANCE BY THE ORDERING AGENCY. THE FEE FOR INSIDE DELIVERY, IF CHARGED, SHALL NOT EXCEED \$10 PER DELIVERY AND SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM.

MULTIPLE INVOICES AT THE SAME FACILITY SHALL BE COMBINED TO MEET THE MINIMUM ORDER AMOUNTS REFERENCED ABOVE. ADDITIONALLY, CONTRACT USERS WITH UP TO TWO (2) DROP LOCATIONS WITHIN A CAMPUS SETTING MUST MEET THE ABOVE REFERENCED ORDER AMOUNTS WHEN THE INVOICE TOTALS ARE COMBINED.

THIS CONTRACT DOES NOT OBLIGATE THE VENDEE TO PURCHASE ANY MINIMUM QUANTITIES OR DOLLAR VALUE DURING THE CONTRACT PERIOD, OTHER THAN TO COMPLY WITH THE "MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED" FOR THE PRICES QUOTED. CONTRACTOR MUST ACCEPT ORDERS FROM ALL STATE FACILITIES REGARDLESS OF ORDER AMOUNT. STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

1. IDENTIFICATION. ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

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TERMS (cont'd):

2. VEHICLE SECURITY. IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.
3. PATIENT/INMATE CONTACT. DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

AT SOME CORRECTIONAL FACILITIES, DRIVERS CAN NOT HAVE ANY WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

GRADING:

GRADING CERTIFICATE REQUIRED ON ALL EGGS (EXCEPT EGG SUBSTITUTES) AND POULTRY UNLESS OTHERWISE NOTED IN COMMODITY DESCRIPTION ON LINE ITEMS. STATE OF MARYLAND SPECIFICATIONS IN EFFECT. SEE ATTACHED SPECIFICATIONS AND GENERAL REQUIREMENTS. THE CURRENT SPECIFICATIONS AND REQUIREMENTS PERTAINING TO FROZEN EGGS REMAIN IN FORCE AND ARE SUBJECT TO REVISION THAT COINCIDE WITH THE STATE OF MARYLAND DEPARTMENT OF AGRICULTURE REGULATION COMAR 15.04.01 AND COMAR 10.15.03.10.

ALL BIDDERS ARE CAUTIONED TO BE COGNIZANT OF THE USDA IMPS GRADING REQUIREMENTS, THE MARYLAND DEPARTMENT OF AGRICULTURE GRADING REQUIREMENTS AND THE SEAFOOD GRADING REQUIREMENTS. ALL GOODS FURNISHED UNDER THE CONTRACT MUST MEET THESE REQUIREMENTS. NON-COMPLIANT PRODUCTS ARE NOT ACCEPTABLE AND WILL BE RETURNED TO THE VENDOR AT HIS EXPENSE.

ALL POULTRY MUST BE USDA GRADE A AND MUST BE DELIVERED WITH A VALID GRADING CERTIFICATE MEETING THE REQUIREMENTS AND WITHIN THE GUIDELINES OF THE MARYLAND DEPARTMENT OF AGRICULTURE (EXCEPT IQF).

NO FOOD PRODUCT PROVIDED MAY INCLUDE ANY CHICKEN PRODUCT THAT WAS PROCESSED IN CHINA.

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FABRICATION AND PORTIONED MEAT PRODUCTS SHALL BE SUBJECT TO ANALYSIS BY AN INDEPENDENT USDA CERTIFIED LABORATORY FOR COMPLIANCE WITH BID SPECIFICATIONS AT NO ADDITIONAL COST TO THE STATE. IN THE EVENT PRODUCT TESTED DOES NOT MEET SPECIFICATION, VENDOR WILL BE SUBJECT TO THE INCURRED ANALYSIS CHARGES AND ALL PRODUCTS MUST BE REMOVED FROM STATE INSTITUTIONS. VENDORS WILL BE CHARGED FOR ANY ADDITIONAL COST FROM OPEN MARKET PURCHASES.

PRICE ESCALATION/DE-ESCALATION:

IF NECESSARY, PRICES MAY BE ADJUSTED 90 DAYS AFTER CONTRACT AWARD, IN ACCORDANCE WITH THIS CLAUSE. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE FAXED TO THE PROCUREMENT OFFICER AND WILL BECOME EFFECTIVE ONLY IF APPROVED BY THE PROCUREMENT OFFICER.

A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR THEIR DESIGNATED REPRESENTATIVE FOR COMPARISON, A SUPPLIER INVOICE DATED WITHIN 30 DAYS OF BID OPENING (USED TO ESTABLISH A BASE MARGIN) AND A DATED CURRENT INVOICE FROM THE BIDDER'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE.

ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ON THE BID OPENING DATE. THE DIFFERENCE BETWEEN THE SUCCESSFUL VENDOR'S ACTUAL COST AND THE PRICES BID SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR 90 DAYS. PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE CONTRACT FOR THE ITEM WHICH AN INCREASE WAS DENIED WILL BE CANCELED IF REQUESTED BY THE VENDOR.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES

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OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED. THE MARKUP SHALL BE RECOGNIZED AS A FLAT RATE COST THAT SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. NO OTHER METHODS WILL BE ACCEPTABLE.

THE FOLLOWING EXAMPLES ARE PROVIDED TO BETTER ILLUSTRATE PRICE ADJUSTMENTS:

EXAMPLE #1 DETERMINING FIRM FIXED MARKUP OF PRODUCT.

BIDDER'S COST OF PRODUCT A ON THE DATE OF AWARD: \$10.00

STATE CONTRACT PRICE (BID):	\$13.00
LESS BIDDER'S COST:	<10.00>
MARKUP FOR PRODUCT A:	\$ 3.00

EXAMPLE #2 DETERMINING AMOUNT OF ESCALATION.

BIDDER'S COST OF PRODUCT A (AFTER 90 DAYS):	\$11.00
FIXED MARKUP:	\$ 3.00
STATE CONTRACT PRICE:	\$14.00

EXAMPLE #3 DETERMINING AMOUNT OF DE-ESCALATION.

BIDDER'S COST OF PRODUCT A - (ANY TIME AFTER CONTRACT AWARD):	\$10.50
FIXED MARKUP:	\$ 3.00
STATE CONTRACT PRICE:	\$13.50

THE STATE RESERVES THE RIGHT TO SPOT CHECK THE SUCCESSFUL BIDDER'S COST OF ANY AWARDED PRODUCT AT ANY TIME DURING NORMAL BUSINESS HOURS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	39007-0005XX	LB	3.4100

CHEESE, CHEDDAR, SHREDDED, 5 LB., 4 PER CASE
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: LAUBSCHER

CASE/PACK: 4/5#

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0002	39007-0006XX	LB	3.0800

CHEESE MOZZARELLA, SHREDDED, 5LB 4 CASE
CHEESE, MOZZARELLA, LOW FAT, SHREDDED. 4/5 LB. PER CASE

BRAND/CODE: LAUBSCHER CASE/PACK: 4/5#

0003	39007-0020XX	LB	2.9300
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CHEESE, PROCESSED AMERICAN YELLOW, 5 LB. BLOCKS. U.S.D.A. GRADE A
STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.
BRAND/CODE _____ CASE, PACK _____
PRODUCT BID HAS USDA GRADE A STAMP YES _____ NO _____

BRAND/CODE: BONGARD CASE/PACK: 6/5#

0004	39007-0025XX	LB	2.7950
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CHEESE, PROCESSED AMERICAN YELLOW, SLICED, 160 COUNT. US GRADE A
STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.
BRAND, CODE _____ CASE, PACK _____
PRODUCT BID HAS USDA GRADE A STAMP YES _____
NO _____

BRAND/CODE: BONGARD CASE/PACK: 4/5#

0005	39007-0035XX	LB	2.9900
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CHEESE, CHEDDAR, AGED FLATS.
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: BONGARD CASE/PACK: 10#

0006	39007-0041XX	LB	4.6400
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CHEESE, LOW FAT SWISS REDUCED FAT AND SALT FOUR, FIVE LB
BRAND, CODE _____ CASE, PACK _____

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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CHEESE, LOW-FAT SWISS, REDUCED FAT AND SALT. 4/5 LB PER CASE

BRAND/CODE: ALPINE LACE

CASE/PACK: 4/5#

0007	39007-0042XX	LB	3.7700
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CHEESE, CHEDDAR, SHREDDED, 5 LB, 4 PER CASE

BRAND, CODE _____ CASE, PACK _____

CHEESE, SHREDDED, LOW-FAT CHEDDAR, SEMI-HARD, PART SKIM MILK, 5 OZ FAT OR LESS, 85 MG SODIUM OR LESS. 5 LB PKG, 2 OR 4 PER CASE

BRAND/CODE: ALPINE LACE

CASE/PACK: 4/5#

0008	39007-0043XX	LB	4.1800
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CHEESE, PROCESSED AMERICAN YELLOW, SLICED, LOW FAT, 160 COUNT. US GRADE A STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.

BRAND, CODE _____ CASE, PACK _____

PRODUCT BID HAS USDA GRADE A STAMP YES _____

NO

CHEESE, LOW-FAT, PROCESSED, AMERICAN CHEESE MADE WITH 2% MILK. 160 COUNT.

BRAND/CODE: ALPINE LACE

CASE/PACK: 4/5#

0009	39007-0045XX	CS	69.6000
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CHEESE, CREAM, 3 LB. BLOCKS.

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: SOMMERMAID

CASE/PACK: 10/3#

0010	39007-0047XX	CS	23.8400
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CHEESE, CREAM, INDIVIDUAL 200 PER CASE

BRAND, CODE _____ CASE, PACK _____

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BRAND/CODE: KRAFT

CASE/PACK: 100/CS

0011	39007-0048XX	CS	25.9300
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CHEESE, CREAM, INDIVIDUAL 200 PER CASE, LOW FAT

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: KRAFT

CASE/PACK: 100/CS

0012	39007-600410	LB	2.8800
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CHEESE, MOZZARELLA, 4,5 LBS

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: SOMMERMAID

CASE/PACK: 4/5#

0013	39007-615XXX	LB	3.0100
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CHEESE, PROVOLINE, PROCESSED.

BRAND, CODE _____ CASE, PACK _____

CHEESE, PROVOLONE, PROCESSED, LOW FAT. 3/12 LB PER CASE

BRAND/CODE: SOMMERMAID

CASE/PACK: 3/12#

0014	39049-121225	LB	.9200
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FISH, IMITATION CRAB

BRAND, CODE _____ CASE, PACK _____

FISH IMITATION CRAB MEAT

BRAND/CODE: REAL DEAL

CASE/PACK: 12/2.5#

0015	39049-2905XX	LB	2.0600
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SALAMI COOKED FORMULA A, 7 TO 12 LBS., CHILLED IMPS 804
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE; HATFIRLD CASE/PACK: 2/7#

0016	39049-0001XX	LB	1.7900
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SPICED LUNCHEON MEAT ALL PORK, CANNED
PRODUCT FORMULATED FROM 100 PERCENT PORK SKELETAL MEAT, CANNED
DOMESTIC PRODUCT ONLY. SPICES MUST BE PART OF THE INGREDIENTS.
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: PATRICK CUDHAY CASE/PACK: 3/10#

0017	39049-815XEX	CS	47.8000
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PEPPERONI, SLICED, FROZEN
PEPPERONI, SLICED, FROZEN. 2/12.5 LB

BRAND/CODE: BERKS CASE/PACK: 10#

0018	39049-1951XX	LB	3.0900
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KNOCKWURST, SKINLESS 6 TO 8 LINKS PER POUND, FROZEN. FORMULA B,
BEEF AND PORK, COLOR A, NATURAL, STYLE C. PARCHMENT OR WAXED
PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED. IMPS 816

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: BERKS CASE/PACK: 10#

0019	39049-3030XX	LB	2.4200
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SMOKED SAUSAGE MEAT FORMULATION BEEF AND PORK A 100 PERCENT
SKELETAL MEAT PRODUCT STYLE B, 6 TO 8 LINKS PER POUND, CHILLED.
PARCHMENT OR WAXED PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED.
IMPS 811

BRAND, CODE _____ CASE, PACK _____

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BRAND/CODE; HATFIELD CASE/PACK; 10#

0020	39049-2485XX	LB	2.6700
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POLISH SAUSAGE, FORMULA B, STYLE B, 5 TO LINKS TO THE POUND, LINKS TO BE 3 TO 5 INCHES IN LENGTH, CHILLED. PARCHMENT OR WAXED PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED. IMPS 813
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: BERKS CASE/PACK: 10#

0021	39049-1430XX	LB	2.4000
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HAMS, TYPE A OR B, CURED, SHAPE B PULLMAN, WEIGHT RANGE A 8 TO 10 LBS WATER ADDED. IF BIDDING PATRICK CUDHAY, BID PEACOCK LABEL ONLY, ACCEPTABLE NON-DOMESTIC, RIALTO, VALHALLA, TIVOLA. IMPS 508
NO GRADING CERTIFICATE REQUIRED.
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: HATFIELD CASE/PACK: 2/11#

0022	39049-1568XX	LB	1.8900
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HAM, BONELESS CURED AND SMOKED, FULLY COOKED, STYLE C WATER ADDED, WEIGHT RANGE B, 10 TO 12 LBS. CHILLED, IMPS 505
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: HATFIELD CASE/PACK: 2/7#

0023	39049-2506XX	LB	1.5900
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LOIN, REGULAR, 14 TO 18 LBS., CHILLED. IMPS 410
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: HATFIELD CASE/PACK: 3/10#

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0024	39049-906XXX	LB	1.4700

PORK CHOPPETS, BREADED BREADING NOT TO EXCEED 20 PERCENT, 100 PERCENT ALL MEAT, NO ADDITIVES, UNCOOKED, FROZEN, 4 OZ. CHOPS. DD 906

BRAND, CASE _____ CASE, PACK _____

BRAND//CODE: ADVANCE CASE/PACK: 300/CS

0025	39049-0109XX	CS	48.2200
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BACON PRE COOKED 300 COUNT/CASE

BRAND/CODE: HATFIELD CASE/PACK: 300/CS

0026	39049-702XXX	LB	1.4900
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CHICKEN QUARTERS, IQF, NON MARINATED. PLANT GRADE WILL BE ACCEPTABLE. PORTION WEIGH PACKED IN POLY BAGS, 30 LEGS QUARTERED PER CS., EIGHT AND ONE HALF OZ. EA., PLUS OR MINUS ONE HALF OZ., 30 BREAST QUARTERS PER CS., NINE AND ONE HALF OZ. EA., PLUS OR MINUS ONE HALF OZ., INDIVIDUAL QUICK FROZEN NO WEIGHT FRYERS TO BE BLADE CUT, TAIL REMOVED, LEAF FAT REMOVED. PACKED 60 PIECES OF CHICKEN QUARTERS IN 4 HEAVY DUTY POLY BAGS PER CASE.
PACKER _____

AVG. WT. PER BREAST QUARTER _____

AVG. WT. PER LEG QUARTER _____

BRAND/CODE: GEORGES BREASE QTR 9.5 OZ, LEG QTR. 8.5 OZ.

0027	39049-125161	LB	2.9250
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CHICKEN BREAST, SKINLESS, BONELESS, FROZEN, 4 OZ. PORTIONS, USDA GRADE A

BRAND, CODE _____ CASE, PACK _____

CHICKEN BREAST, SKINLESS, BONELESS, IQF, 4 OZ. PORTIONS, USDA GRADE A

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BRAND/CODE: GEORGES

CASE/PACK 6#

0028	39063-0002XX	LB	1.4500
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CHICKEN BREASTS, SKINLESS, BONELESS, FROZEN
USDA GRADE A, WHOLE, NO MINCED, REFORMED OR PIECES.
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: GEORGES

CASE/PACK: 4/10#

0029	39063-0014XX	LB	1.5900
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CHICKEN PARTS, LEGS DRUMSTICK & THIGH INTACT OR DISJOINTED 6 TO 8 OZ
EACH, FRESH FROZEN. US GRADE A, MAY INCLUDE THE OYSTER BUT NOT THE
BACK SKIN. MUST BE LAYER PACKED.
BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: GEORGES

CASE/PACK: 21#

0030	39063-0051XX	LB	.7500
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CHICKEN LIVERS, FROZEN.
BRAND, CODE _____ CASE, PACK _____

0031	39063-0095XX	LB	1.5500
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CHICKEN PARTS, WINGS, TWO TO THREE AND ONE HALF OZ. EACH, FRESH
ICE PACKED. US GRADE A, WING SHALL INCLUDE THE ENTIRE WING WITH
ALL THE MUSCLE AND SKIN TISSUE INTACT, EXCEPT THAT THE WING TIP MAY
BE REMOVED. PRODUCT WITH METAL TAGS, CLIPS ON WINGS WILL NOT BE
ACCEPTED. VALID USDA GRADING CERTIFICATE MUST ACCOMPANY EACH
DELIVERY.

BRAND, CODE _____ CASE, PACK _____
DD-709

BRAND/CODE: RITTER

CASE/PACK: 40#

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0032	38544-00000X	LB	1.2800

CHICKEN PATTIES, BREADED WHITE MEAT, FULLY COOKED, FROZEN, CN LABEL, 2 OZ. BREAST MEAT, WITH RIB MEAT ONLY, NO VPP ACCEPTABLE. NO FRITTER PRODUCT ACCEPTED. DRIED WHOLE EGG NOT TO EXCEED 5 PERCENT. GRADING CERTIFICATE NOT REQUIRED.

BRAND, CODE _____ CASE, PACK _____ OZ. MEAT _____
SUBMIT INGREDIENT LABEL WITH YOUR QUOTE

BRAND/CODE: TYSON CASE/PACK: 10#

0033	39049-051105	CS	1.2700
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HOT DOGS, TURKEY, 4 OZ. EACH, 10 LB./CASE.

BRAND/CODE: PERDUE CASE/PACK: 10#

0034	39049-125127	LB	3.7700
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TURKEY BREAST, RAW, BONELESS, FROZEN, RTC IN COOKING BAG, TWO, EIGHT TO NINE LB. PER CASE

BRAND, CODE _____ CASE, PACK _____
TURKEY BREAST, RAW, BONELESS, FROZEN, READY TO COOK IN COOKING BAG, 2/8 - 9 LB./CASE.

BRAND/CODE: CAROLINA CASE/PACK; 2/9#

0035	39063-3333XX	LB	1.5100
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TURKEY BREAST, WHOLE, UNCOOKED, SKIN ON, FROZEN, NON BASTING, 9 TO 12 LB WEIGHT RANGE, USDA GRADE A, VALID GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY.

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: HOUSE OF RAEFORD CASE/PACK: 4/10#

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0036	39063-3381XX	LB	1.0500

TURKEYS, YOUNG TOM, FRESH WHOLE WITH GIBLETS, FROZEN, 24 TO 26 LBS., "NON-BASTING", READY TO COOK. US GRADE A, EACH BIRD PACKED IN SNUGLY FITTED PLASTIC BAG OF SUITABLE STRENGTH WITH AIR EXHAUSTED AND PLACED IN GOOD COMMERCIAL CONTAINER.

BRAND, CODE _____ CASE, PACK _____
US GRADE A, VALID GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY.

BRAND/CODE: HOUSE OF RAEFORD CASE/PACK: 2/24#

0037	39049-0256XX	LB	7.7000
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BEEF, DRIED, CHIPPED, END AND PIECES, BULK PACKED IN 6 OR 10 LB. CTNS OR CANS, CHILLED, IMPS 620.

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: KNAUSS CASE/PACK: 8/3#

0038	39049-2010XX	DZ	9.9000
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PIES, INDIVIDUAL, CHICKEN, FROZEN, 24, 7 OZ.

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: BANQUET CASE/PACK: 24/7 OZ

0039	39056-001500	CS	18.4900
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MARGARINE TRANS FAT FREE, PTS, 30 #/CS

BRAND/CODE: OASIS, NJ CASE/PACK: 30/1#

0040	39056-0015XX	LB	.5100
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MARGARINE, 1 LB. PRINTS, 30 LB. CASE, ALL VEGETABLE.

BRAND, CODE _____ CASE, PACK _____

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BRAND/CODE: OASIS, NJ

CASE/PACK: 30/1 #

0041	39056-0020XX	LB	1.0200
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MARGARINE REDDIES, WITH TOP, 90 PATS TO LBS., 12 LB. CASE, ALL
VEGETABLE

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: HONEYBROOK, PA CASE/PACK: 12#

0042	39056-006006	CS	15.9800
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MARGARINE CUPS, TRANS FAT FREE 600/5MG/CS

BRAND/CODE: HONEYBROOK, PA CASE/PACK: 600/5MG/CS

0043	39056-121212	LB	.5100
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MARGARINE, SOLIDS

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: OASIS, NJ CASE/PACK: 30/1#

0044	39056-121213	CS	27.8500
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MARGARINE, LIQUID, 2/17.5 LB. PER.CASE

BRAND/CODE: OASIS, NJ CASE/PACK: 2/17.5#

0045	38530-0051XX	LB	1.3100
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EGG PRODUCT, 100 PERCENT EGG WHITES

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: MICHAELS CASE/PACK: 5/5#

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0046	38530-500000	LB	1.5600
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EGG SUBSTITUTE, FROZEN, 99% EGG WHITE, MINIMUM. 0 GRAMS FAT, 0
MILLIGRAMS CHOLESTEROL. MAXIMUM SODIUM CONTENT 90 MG/2 OZ.
SERVING.

PASTURIZED

BRAND/CODE: _____ CASE PACK: _____

BRAND/CODE: REMBRANDT CASE/PACK: 12/2#

0047	38530-0035XX	LB	1.0800
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EGGS WHOLE FROZEN CITRIC ACID ADDED USDA APPROVED CONTAINER 30 LB.

BRAND/CODE: NEWBURG CASE/PACK: 30#

0048	38530-0036XX	LB	1.1200
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EGGS WHOLE FROZEN CITRIC ACID ADDED 6-5 LB USDA APPROVED CONTAINERS/CASE

BRAND/CODE: MICHAELS CASE/PACK: 6/5#

0049	38530-500010	LB	1.5600
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EGG SUBSTITUTE FROZEN 99% EGG WHITE, MINIMUM. 0 GRAMS FAT, 0 MILLIGRAMS
CHOLESTEROL. MAXIMUM SODIUM CONTENT 90

BRAND/CODE: REMBRANDT, IL CASE/PACK: 12/2#

END OF ITEM LIST

GENERAL TERMS AND CONDITIONS:

1. ALL PRODUCTS FURNISHED SHALL BE DATED WITH THE USE BY, SELL BY, BEST BY, EXPIRATION DATE OR PRODUCTION DATE, PREFERABLY ON EACH INDIVIDUAL PRODUCT, BUT IN THE LEAST ON EACH CASE. THESE DATES

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TERMS (cont'd):

SHOULD BE CALENDAR DATES, NOT JULIAN DATES. IN THE EVENT THE DATE USED IS THE JULIAN DATE, A TECHNICAL DATA SHEET WHICH CLEARLY EXPLAINS THE DATE CODE MUST BE PROVIDED TO EACH ORDERING AGENCY. IF THE DATE PROVIDED IS THE PRODUCTION DATE, THE TECHNICAL DATA SHEET MUST STATE THE SHELF LIFE FROM DATE OF PRODUCTION.

2. IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE CONTRACT REQUIREMENTS AND PURCHASE ORDER TERMS AND CONDITIONS, SPECIFICALLY, DELIVERY REQUIREMENTS, PRODUCT SPECIFICATIONS, AND USDA GRADING REQUIREMENTS, THE VENDOR WILL BE SUBJECT TO THE FOLLOWING:
3. THE STATE WILL NOT ACCEPT THE NONCOMPLIANT PRODUCT OR PRODUCTS FROM THE VENDOR, BUT MAY PURCHASE COMPLIANT PRODUCTS ON THE OPEN MARKET. ADDITIONAL ACQUISITION COSTS INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND MAY BE DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT OF CHARGES.
4. IN ADDITION TO COSTS COVERED IN NUMBER 2. A., ABOVE, THE AGENCY MAY ASSESS A LIQUIDATED DAMAGE CHARGE OF \$.10 PER POUND FOR EACH PURCHASE ORDER LINE ITEM DETERMINED BY THE STATE AND THE AGENCY TO BE NON-COMPLIANT. THIS LIQUIDATED DAMAGE CHARGE MAY BE DEDUCTED DIRECTLY FROM OPEN INVOICES OF THE DEFAULTING VENDOR.
5. LATE DELIVERIES, BY ONE FULL DAY, MAY BE ASSESSED, A LIQUIDATED DAMAGES CHARGE OF \$10 PER DAY, PER DELIVERY. THIS CHARGE SHALL APPLY FROM THE AGENCY-SPECIFIED REQUIRED DELIVERY DATE TO THE ACTUAL DATE OF RECEIPT OF SUCH PRODUCTS MEETING ALL OTHER PURCHASE ORDER TERMS AND CONDITIONS. IF NOT DELIVERED AFTER THE SECOND DAY, THE VENDOR RISKS NON-ACCEPTANCE AND NON-PAYMENT UNLESS PRE-APPROVAL IS RECEIVED, IN WRITING, FROM THE STATE TO THE EFFECT THAT THIS DELIVERY WILL BE ACCEPTED LATER THAN TWENTY-FOUR HOURS FROM ITS SPECIFIED TIME.
6. SEAFOOD MUST HAVE THE FOLLOWING MARK CODES: COMBINATION PUFI GRADE A OR U.S. GRADE A SHIELD PER LINE ITEM SPECIFICATIONS.
7. ACCEPTABLE BRANDS ARE: ICELANDIC, VIKING, NORDIC, RAINBOW BRAND, SEA STAR AND GOOD HARBOR. ADDITIONALLY, NORTH ATLANTIC FISH STICKS AND RAW BREADED PORTION ONLY; WINDSOR BAY UN-BREADED RAW ONLY; INTERNATIONAL FISH STICKS AND UN-BREADED RAW PORTIONS ONLY; AND INTERSTATE AND FALCON BRAE ALL ITEMS.
8. POLY-BAGGED POULTRY AND PARTS SHALL BE ACCEPTABLE. BAGGED POULTRY

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TERMS (cont'd):

AND PARTS MUST BE NO MORE THAN TWO (2) BIRDS PER BAG.

9. SUBSTITUTION OF FROZEN PRODUCT WHERE CHILLED IS REQUESTED MAY RENDER YOUR QUOTE FOR THAT ITEM UNACCEPTABLE
- 10 FINAL QUANTITIES OF IMPS GRADED PRODUCTS AND VARIOUS PROCESSED MEAT ITEMS MAY VARY DEPENDING ON PRODUCT AVAILABILITY THROUGH THE MARYLAND CORRECTIONAL ENTERPRISE'S MEAT PROJECT PROGRAM.
- 11 DURATIONS: CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE DEPARTMENT. THE DEPARTMENT MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.
- 12 SUBCONTRACTING - THE ADMINISTRATION OF AND ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE THE SOLE RESPONSIBILITY OF THE PRIME CONTRACTOR. SUBCONTRACTING OF THIS CONTRACT WILL NOT BE ALLOWED IN WHOLE OR IN PART WITHOUT THE CONSENT OF THE STATE AND ONLY WHEN THE VENDOR HAS ESTABLISHED TO THE SATISFACTION OF THE STATE THAT THE SUBCONTRACTOR POSSESSES THE NECESSARY PLANT, EQUIPMENT AND FACILITIES TO PROPERLY AND SATISFACTORILY DISCHARGE THE RESPONSIBILITY IMPOSED BY THESE SPECIFICATIONS
13. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.
14. CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.
15. A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES
REPORT SHALL BE FORWARDED TO THE FOLLOWING ADDRESS:

MARYLAND DEPARTMENT OF GENERAL SERVICES
301 W. PRESTON STREET, ROOM M-3
BALTIMORE, MD 21201
ATTENTION: CATHERINE SEILER

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____